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9 Attorney for Plaintiff

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8 **UNITED STATES DISTRICT COURT**  
9  
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 IRMA RAMIREZ, *et al.*, } CASE NO. 3:15-cv-03808-EMC  
12 Plaintiff, }  
13 v. } **STIPULATION OF DISMISSAL AND**  
14 APENA CORP., *et al.*, } **[PROPOSED] ORDER THEREON**  
15 Defendants. }  
16  
17

18 The Parties, by and through their respective counsel, stipulate to dismissal of this  
19 action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2).

20 IT IS HEREBY STIPULATED by and between parties to this action through their  
21 designated counsel that the above-captioned action become and hereby is dismissed with  
22 prejudice and each side is to bear its own costs and attorneys' fees.

23 The parties further consent to and request that the Court retain jurisdiction over  
24 enforcement of the Agreement. *See Kokkonen v. Guardian Life Ins. Co.*, 511 U.S. 375  
25 (1994) (empowering the district courts to retain jurisdiction over enforcement of settlement  
26 agreements).

27  
28 STIPULATION OF DISMISSAL AND [PROPOSED] ORDER

1 Respectfully Submitted,

2  
3 Dated: January 30, 2017

THOMAS E. FRANKOVICH, APLC  
**A PROFESSIONAL LAW CORPORATION**

5 By: /s/ Thomas E. Frankovich  
6 Thomas E. Frankovich  
7 Attorneys for Plaintiff

8 Dated: January 30, 2017

9 MARVIN PEDERSON, ATTORNEY AT LAW

10 By: /s/ Marvin Pederson  
11 Marvin Pederson  
12 Attorney for Defendant Apena Corp.

13 Dated: January 30, 2017

14 VAN DE PEOL, LEVY, ALLEN & ARNEAL, LLP

15 By: /s/ Nicolet E. Corliss  
16 Nicolet E. Corliss  
17 Attorneys for Defendants Demetrios Giannis and  
18 Rose Giannis

**ORDER**

19 IT IS HEREBY ORDERED that this matter is dismissed with prejudice pursuant to  
20 Fed.R.Civ.P.41(a)(2) and each side is to bear its own costs and attorneys' fees.

21 IT IS FURTHER ORDERED that the Court shall retain jurisdiction for the purpose  
22 of enforcing the parties' Settlement Agreement and General Release should such  
23 enforcement be necessary.

24  
25 Dated: 2/2, 2017

